

IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

EMILIANO CAMPOS ROMERO a/k/a
EMILIANO CAMPOS a/k/a EMILIANO
ROMERO CAMPOS, an Individual

Plaintiff,

vs

FARMERS INSURANCE COMPANY, INC. a
Foreign Insurance Company; and/or FARMERS
INSURANCE COMPANY, INC., OLATHE,
KANSAS, a Foreign Insurance Company; and/or
FARMERS INSURANCE EXCHANGE, a
Foreign Insurance Corporation; and/or
TRUCK INSURANCE EXCHANGE, a Foreign
Insurance Corporation; and /or MID-CENTURY
INSURANCE COMPANY, a Foreign Corporation;
and/or FARMERS GROUP, INC., a Foreign
Insurance Corporation, and/or FARMERS
INSURANCE COMPANY, a Foreign Insurance
Company, JOHN DOE 1, an Insurance Company
and/or JOHN DOE 2, an Insurance Company

Defendants,

CJ-2014 03349
Case Number

Attorney's Lien Claimed.

MARY F. FITZGERALD

DISTRICT COURT
FILED

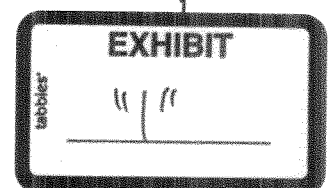
SEP 2 - 2014

SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY

PETITION

COMES NOW, the Plaintiff, Emiliano Campos Romero a/k/a Emiliano Campos a/k/a Emiliano Romero Campos (hereinafter called "Campos"), and by and through his attorney of record, Jack G. Zurawik, of the ZURAWIK LAW FIRM, and does hereby allege and state as follows:

1. That plaintiff, Campos, is and was a resident of the City of Keifer, Creek County, State of Oklahoma at all material times hereto.
2. That Defendant(s), Farmers Insurance Company, Inc. and/or Farmers Insurance Company, Inc., Olathe, Kansas and/or Farmers Insurance Exchange, and/or Truck Insurance



Exchange, and/or Mid-Century Insurance Company, and/or Farmers Group, Inc., and/or Farmers Insurance Company, and/or John Doe 1 and/or John Doe 2 (hereinafter referred to collectively and individually as "Farmers") are business entities conducting business as in insurance company in the State of Oklahoma at all material times.

3. That the occurrence complained of occurred in the City of Tulsa, Tulsa County, State of Oklahoma

4. That as a result of the above this Court has jurisdiction over this matter.

5. That on or about September 1, 2012 Campos was driving a Kia Rondo, identification number KNAFG526577078521, at or near 10300 East 91st Street in Tulsa, Oklahoma when a vehicle traveling in front of him was negligent causing Campos to run over a table sitting on the roadway.

6. That Campos does not know the identity of the operator or owner of the vehicle front of him.

7. At the time of the occurrence, Campos was an insured under an automobile insurance policy with Defendant(s), Farmers covering the Kia Rondo which Campos was operating at the time of the occurrence.

8. That said policy contained coverage for collision and uninsured motorist coverage.

9. The applicable motor vehicle policy in effect on September 1, 2012 is identified by policy number 08 18677 20 44 (hereinafter referred as "the policy").

10. The policy provided collision coverage with a \$750.00 deductible and uninsured motorist bodily injury insurance limits of \$250,000 per person.

CAUSE OF ACTION NUMBER ONE: DAMAGE TO THE KIA RONDO

11. Campos incorporates, adopts and re-alleges paragraphs one (1) through ten (10) above as if they were alleged herein

12. As a direct result of the negligence of the unidentified driver the Kia Ronda owned and operated by Campos sustained damage of at least \$3,451. 11 for which Campos made a claim under policy 08 18677 20 44.

13. Farmers has not made payment under the collision provision of the policy for the damage to the Kia Rondo sustained in this occurrence

14. Farmers actions and/or inactions in failing to pay for damage to the Kia Ronda constitutes a breach of the policy causing additonal and consequential damages to Campos.

CAUSE OF ACTION NUMBER TWO : UNINSURED MOTORIST

15. Campos incorporates, adopts and re-alleges paragraphs one (1) through ten (10) above as if they were alleged herein

16. As a direct result of the neligence of the unidentified driver Campos was injured and has sustained serious injuries suffering damages of at least:

- a) physical pain and suffering, past and future;
- b) mental pain and suffering, past and future;
- c) permanent injuries of a severe nature;
- d) physical impairment;
- e) loss of earnings;
- f) diminished earning capacity;
- g) medical costs for care, treatment, and service, past and future;
- h) any and all other damages that this Court deems proper and reasonable, based upon the evidence submitted at the time of trial.

17. Farmers actions and/or inactions in failing to pay the uninsured motorist benefits constitutes a breach of the policy causing additional and consequential damages to Campos.

WHEREFORE, plaintiff, Campos, demands judgment against defendant(s), FARMERS in an amount in excess of \$75,000.00, pre-judgment and post-judgment interest, attorneys fees, costs, and all other relief which this Court deems appropriate in law and equity for the uninsured motorist coverage in the policy and for at least \$3,451.11 in damage to the Kia Rondo and consequential damages under the policy minus any deductible, pre-judgment and post-judgment interest, attorneys fees, costs and all other relief which this Court deems appropriate in law and equity.

Dated this 2nd day of September, 2014.

ZURAWIK LAW FIRM

BY 

Jack Zurawik, OBA No. 11588

P. O. Box 35346

Tulsa, Oklahoma 74153-0346

Telephone: 918-664-1113

Fax: 918-622-2752

ATTORNEY FOR THE PLAINTIFF



FARMERS

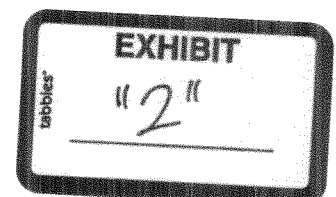
SEPTEMBER 22, 2014

Pocatello Service Operations
PO Box 4920
Pocatello, ID 83204

Insured: EMILIANO CAMPOS
Policy Number: 08 18677 20 44
Claim Number: 1022157275
Loss Date: 009-01-2012
Policy Term: 06 MONTHS

- ☐ Attached is a true copy of the information sent to the insured.
- ☐ Attached is a true copy of the declaration page, policyback and endorsements.
- ☒ Attached is a true copy of the declaration page. The attached policyback and endorsements did not mail with this declaration page, but are included as requested.
- ☐ Attached is a true copy of the declaration page only.
- ☐ Attached is a reconstructed copy of the declaration page only.
- ☐ Attached is a reconstructed copy of the declaration page, policyback and endorsements.
- ☐ Attached is a reconstructed copy of the cancellation.
- ☐ Attached is a true copy of the cancellation.

Any additional Declaration Sheet(s) included with these documents labeled as "change or change-misc." may reflect a mid-term change in the policy and therefore a time period of less than the original policy term, however the dates reflect the most current policy information on file, up to and including the date of loss for the above-referenced claim.





FARMERS

UNDERWRITTEN BY:

FARMERS INSURANCE COMPANY, INC., OLATHE, KANSAS
A STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY

DECLARATIONS

Transaction type: CHANGE - DELETE VEHICLE

The Policy Period is effective as shown below and after the time for which applied. The policy may be renewed for an additional policy term, as specified in the renewal offer, each time the Company offers to renew by sending a bill for the required renewal premium, and the insured pays said premium in advance of the respective renewal date. The policy is issued in reliance upon the statements in the Declarations. We provide insurance only for those coverages indicated by a specific limit, deductible or other notation and for which a premium for the coverage is shown.

Insured's name and address:

EMILIANO CAMPOS
3394 W 161ST ST
KEIFER OK 740414600

Policy number: 08 18677-20-44
Policy edition: 02
Effective date: 05-18-2012
Expiration date: 11-18-2012
Expiration time: 12:01 A.M. Standard Time

Issuing office:

17000 W 119th Street
Olathe, KS 66061

Agent: DAMON COOK

Agent no: 08 22 584

Agent phone: (918) 960-0129

Description of vehicles

Veh.	Year	Make	Model	Vehicle Identification Number
1	2007	KIA	RONDO SW	KNAFG526577078521
2	2008	FORD TRUCK	F150 PU 4X2 STYLESIDE	1FTRF12248KC74134

COVERAGES

PREMIUMS

Coverage	Limits/Deductible		Vehicle 1	Vehicle 2		
Liability	Each Person	Each Occurrence				
Bodily Injury	\$ 250,000	\$ 500,000	\$ 106.90	\$ 132.70		
Property Damage		\$ 100,000	\$ 58.90	\$ 89.70		
Medical/No-Fault			NOT COVERED	NOT COVERED		
Comprehensive Deductible	Vehicle 1	\$ 750 DEDUCTIBLE	\$ 88.70			
	Vehicle 2			NOT COVERED		
Collision Deductible	Vehicle 1	\$ 750 DEDUCTIBLE	\$ 158.50			
	Vehicle 2			NOT COVERED		
Towing			\$ 4.60	NOT COVERED		
Other			NOT COVERED	NOT COVERED		
	Premium Per Vehicle		\$ 417.60	\$ 222.40		
Total Fees for this Transaction	Fees Per Vehicle					
UNINSURED/UNDERINSURED	Each Person	Each Occurrence	The charge for this coverage applies on a per policy basis.			
MOTORIST - Bodily Injury	\$ 250,000	\$ 500,000	\$ 234.80			
Total Policy Premium			\$ 874.80			

Countersignature

Authorized Representative

ENDORSEMENTS - ENDORSEMENTS ARE PART OF THE POLICY AND AMEND THE POLICY.

ENDORSEMENT NUMBER	EDITION NUMBER	TITLE AND DESCRIPTION	Applies to the following Vehicle(s):
J6275	1ST	ENDORSEMENT AMENDING PART IV - DAMAGE TO YOUR CAR	1, 2
J6284	1ST	SAFETY GLASS - WAIVER OF DEDUCTIBLE PART IV	1
J6489	1ST	AMENDED BUSINESS USE EXCLUSION	1, 2
J6491	1ST	END AMENDING CUSTOMIZING EQUIPMENT EXCLUSION	1, 2
J6492	1ST	END AMENDING DEFINITION OF INSURED PERSON	1, 2
J6552	1ST	ENDORSEMENT AMENDING PART 1 - LIABILITY	1, 2
J6674	1ST	CUSTOMIZING EQUIPMENT ENDORSEMENT	1, 2
J6774	1ST	END AMENDING DEFINITIONS; PART IV - DAMAGE	1, 2
OK008	1ST	END AMENDING OUR RIGHT TO RECOVER PAYMENT	1, 2
OK012	1ST	WARNING NOTICE ENDORSEMENT	1, 2
OK016	3RD	END AMENDING DEFINITIONS; PART 1 - LIABILITY	1, 2

MESSAGES / RATING INFORMATION

LIABILITY INSURANCE IS PROVIDED IN THIS POLICY IN ACCORDANCE WITH COVERAGE REQUIRED BY THE COMPULSORY INSURANCE LAW OF OKLAHOMA.
 NO-FAULT NOT APPLICABLE IN OKLAHOMA.
 F/S INCLUDES CHANGES EFFECTIVE:04/08/2012
 SEE IT ALL ONLINE. GO TO FARMERS.COM OR CONTACT YOUR FARMERS AGENT AND
 'GO PAPERLESS' WITH ELECTRONIC DOCUMENT DELIVERY TO YOUR E-MAIL ADDRESS.
 PLEASE CONTACT YOUR FARMERS AGENT FOR A FREE FARMERS FRIENDLY REVIEW TO ENSURE THAT YOUR FAMILY IS PROPERLY PROTECTED AND THAT YOU ARE RECEIVING ALL OF THE DISCOUNTS/CREDITS, COVERAGES AND PACKAGE POLICIES AVAILABLE.

LIENHOLDER OR OTHER INTEREST:

Veh.		Veh.	
Veh.		Veh.	

POLICY ACTIVITY Do not pay - Invoice sent separately

Previous Balance
 \$ 823.00 Premium CREDIT
 Fees**
 Payments or Credits

N/A

Total*

ANY "TOTAL" BALANCE OR CREDIT OF \$11.00 OR LESS WILL BE APPLIED TO YOUR NEXT BILLING. BALANCES OVER \$11.00 ARE DUE UPON RECEIPT.

*See Additional Fee Information Below

FARMERS INSURANCE COMPANY, INC., OLATHE, KANSAS
A STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY
Policy Summary

Household Drivers				
Name	Rated	Marital Status	Date of Birth	Driver License No.
EMILIANO CAMPOS MRS CAMPOS	RATED NON-RATED	MARRIED MARRIED	**-*-1975 **-*-1975	*****88 *****
Vehicles				
Vehicle 1	Vehicle 2			
2007 KIA RONDO SW	2008 FORD TRUCK F150 PU 4X2 STYLESIDE			
Usage: Non-Business	Usage: Non-Business	Usage:	Usage:	
ZIP Code: 74137	ZIP Code: 74137	ZIP Code:	ZIP Code:	
Additional Coverages/Messages:	Additional Coverages/Messages:	Additional Coverages/Messages:	Additional Coverages/Messages:	
DED. WAIVED IF GLASS REPAIRED RATHER THAN REPLACED.				
New Business/Add Date: 11-18-2010	New Business/Add Date: 12-13-2011	New Business/Add Date:	New Business/Add Date:	

Additional Fee Information

The "Fees" identified in the "Policy Activity" section above apply on a per-policy, not an account basis. The following additional fees also apply.

In consideration of our agreement to allow you to pay in installments, the following service fee(s) will apply:

For the Monthly Recurring Electronic Funds Transfer (EFT) and fully enrolled in on-line billing (paperless) option, a service charge of \$ 0.00 per installment is applied per account.

For other Monthly EFT payment plans, a service charge of \$ 2.00 per installment is applied per account.

For all payment plans other than those listed above, a service charge of \$ 5.00 per installment is applied per account.

If your account is for the payment of premiums on more than one policy, any change in these fees will not be effective until the updated service fee information is provided for each of the policies.

In addition, the following fees also apply:

LATE FEE: \$10.00 (applied per account)

RETURNED PAYMENT CHARGE: \$25.00 (applied per each check, electronic transaction or other remittance which is not honored by your financial institution for any reason including but not limited to insufficient funds or a closed account)

REINSTATEMENT FEE: \$25.00 (applied per policy)

One or more of the fees or charges described above may be deemed a part of premium under applicable state law.

Subject to the Loss Payable Provisions or any other loss payable endorsement attached to the policy, payment for loss thereunder is payable as interest may appear to the named insured and the Lienholder or Other Interest in the Declarations.

Loss Payable Provisions

It is agreed that any payment for loss or damage to the vehicle described in this policy shall be made on the following basis:

- (1) At our option, loss or damage shall be paid as interest may appear to the policyholder and the lienholder shown in the Declarations, or by repair of the damaged vehicle.
- (2) Any act or neglect of the policyholder or a person acting on his behalf shall not cancel the coverage afforded to the lienholder.
- (3) Change in title or ownership of the vehicle, or error in its description shall not cancel coverage afforded to the lienholder.

The policy does not cover conversion, embezzlement or secretion of the vehicle by the policyholder or anyone acting in his behalf while in possession under a contract with the lienholder.

A payment may be made to the lienholder which we would not have been obligated to make except for these terms. In such event, we are entitled to all the rights of the lienholder to the extent of such payment. The lienholder shall do whatever is necessary to secure such rights. No subrogation shall impair the right of the lienholder to recover the full amount of its claim.

We reserve the right to cancel this policy at any time as provided by its terms. In case of cancellation or lapse we will notify the lienholder at the address shown in the Declarations. We will give the lienholder advance notice of not less than 10 days from the effective date of such cancellation or lapse as respects his interest. Mailing notice to the loss payee is sufficient to effect cancellation.

The following applies as respects any loss adjusted with the mortgagee interest only:

- (1) Any deductible applicable to Comprehensive Coverage shall not exceed \$250.
- (2) Any deductible applicable to Collision Coverage shall not exceed \$250.

This Declarations page when signed by us, becomes part of the policy. It supersedes and controls anything to the contrary. It is subject to all the other terms of the policy.

UNDERWRITTEN BY:

FARMERS INSURANCE COMPANY, INC., OLATHE, KANSAS

A STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY

Supplemental Declarations Page

Named Insured:

EMILIANO CAMPOS
3394 W 161ST ST
KEIFER OK 740414600

Policy Number:

08 18677-20-44

Discounts:

MULTIPLE CAR

INCLUDED

PAID IN FULL

INCLUDED

EARLY SHOPPING

INCLUDED

Supplemental Declarations Page

Dates of Losses or Citations

Operators:

Losses:

Citations:



FARMERS

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ANY ADDITIONAL PROVISIONS AFFECTING YOUR POLICY ARE ATTACHED AS "ENDORSEMENTS."

This policy is a legal contract between you (the policyholder) and us (the Company).

IT CONTAINS CERTAIN EXCLUSIONS.

READ YOUR POLICY CAREFULLY.

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AGREEMENT

We agree with you, in return for your premium payment, to insure you subject to all the terms of this policy. We will insure you for the coverages and the limits of liability shown in the Declarations of this policy.

DEFINITIONS

Throughout this policy "you" and "your" mean the "named insured" shown in the Declarations and spouse if a resident of the same household. "We," "us" and "our" mean the Company named in the Declarations which provides this insurance. In addition, certain words appear in bold type. They are defined as follows:

Accident or occurrence means a sudden event, including continuous or repeated exposure to the same conditions, resulting in bodily injury or property damage neither expected nor intended by the insured person.

Bodily injury means bodily injury to or sickness, disease or death of any person.

Damages are the cost of compensating those who suffer bodily injury or property damage from an accident.

Family member means a person related to you by blood, marriage or adoption who is a resident of your household.

Occupying means in, on, getting into or out of.

Private Passenger Car means a four wheel land motor vehicle of the private passenger or station wagon type actually licensed for use upon public highways. It includes any motor home with no more than six wheels and not used for business purposes.

Property damage means physical injury to or destruction of tangible property, including loss of its use.

State means the District of Columbia and any state, territory or possession of the United States, or any province of Canada.

Utility car means a land motor vehicle having at least four wheels actually licensed for use upon public highways, with a rated load capacity of not more than 2,000 pounds, of the pickup, panel or van type. This does not mean a vehicle used in any business or occupation other than farming or ranching. However, it does include a newly acquired or replacement vehicle of the same type if its usage is the same as the utility car described in the Declarations.

Utility trailer means a vehicle designed to be towed by a private passenger car and includes a farm wagon or farm implement while towed by a private passenger car or utility car. It does not include a trailer used as an office, store, display or passenger trailer.

Your insured car means:

1. The vehicle described in the Declarations of this policy or any private passenger car or utility car with which you replace it. You must advise us within 30 days of any change of private passenger car or utility car. If your policy term ends more than 30 days after the change, you can advise us anytime before the end of that term.
2. Any additional private passenger car or utility car of which you acquire ownership during the policy period. Provided that:
 - a. You notify us within 30 days of its acquisition, and
 - b. As of the date of acquisition, all private passenger and utility cars you own are insured with a member company of the Farmers Insurance Group of Companies.Ownership shall include the written leasing of a private passenger or utility car for a continuous period of at least six months.
3. Any utility trailer:
 - a. That you own, or
 - b. While attached to your insured car.
4. Any private passenger car, utility car or utility trailer not owned by you or a family member while being temporarily used as a substitute for any other vehicle described in this definition because of its withdrawal from normal use due to breakdown, repair, servicing, loss or destruction.

WHAT TO DO IN CASE OF ACCIDENT

Notice

In the event of an accident, or loss, notice must be given to us promptly. The notice must give the time, place and circumstances of the accident, or loss, including the names and addresses of injured persons and witnesses.

Other Duties

A person claiming any coverage of this policy must also:

1. Cooperate with us and assist us in any matter concerning a claim or suit.
2. Send us promptly any legal papers received relating to any claim or suit.
3. Submit to physical examinations at our expense by doctors we select as often as we may reasonably require.
4. Authorize us to obtain medical and other records.
5. Provide any written proofs of loss we require.
6. Notify police within 24 hours and us within 30 days if a hit-and-run motorist is involved and an uninsured motorist claim is to be filed.
7. If claiming car damage coverage:
 - a. Take reasonable steps after loss to protect the vehicle and its equipment from further loss. We will pay reasonable expenses incurred in providing that protection.
 - b. Promptly report the theft of the vehicle to the police.
 - c. Allow us to inspect and appraise the damaged vehicle before its repair or disposal.
8. Submit to examination under oath upon our request.

PART I - LIABILITY

Coverage A - Bodily Injury

Coverage B - Property Damage

We will pay damages for which any insured person is legally liable because of bodily injury to any person and property damage arising out of the ownership, maintenance or use of a private passenger car, a utility car, or a utility trailer.

We will defend any claim or suit asking for these damages. We may settle when we consider it appropriate.

We will not defend any suit or make additional payments after we have paid the limit of liability for the coverage.

Additional Definitions Used In This Part Only

Insured person as used in this part means:

1. You or any family member.
2. Any person using your insured car.
3. Any other person or organization with respect only to legal liability for acts or omissions of:
 - a. Any person covered under this part while using your insured car.
 - b. You or any family member covered under this part while using any private passenger car, utility car or utility trailer other than your insured car if not owned or hired by that person or organization.

Insured person does not mean:

1. The United States of America or any of its agencies.
2. Any person for bodily injury or property damage arising from the operation of a vehicle by that person as an employee of the United States Government when the provisions of the Federal Tort Claims Act apply.
3. Any person who uses a vehicle without having sufficient reason to believe that the use is with the permission of the owner.

Your insured car as used in this part shall also include any other private passenger car, utility car or utility trailer not owned by or furnished or available for the regular use of you or a family member. But no vehicle shall be considered as your insured car unless there is sufficient reason to believe that the use is with permission of the owner, and unless it is used by you or a family member.

Supplementary Payments

In addition to our limit of liability, we will pay these benefits as respects an insured person:

1. All costs we incur in the settlement of any claim or defense of any suit.
2. Interest after entry of judgment on any amount that does not exceed our limit of liability.

3. a. Premiums on appeal bonds on any suit we defend.
- b. Premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy.
- c. Up to \$300 for the cost of bail bonds required because of accident or traffic law violation arising out of use of your insured car.

We are not obligated to apply for or furnish any of the above bonds.

4. Actual loss of wages or salary up to \$50 a day, but not other income, when we ask you to attend a trial or hearing.
5. Expenses you incur for immediate medical and surgical treatment for others necessary at the time of the accident resulting in bodily injury covered by this part.
6. Other reasonable expenses incurred at our request.

Exclusions

This coverage does not apply to:

1. Bodily injury or property damage arising out of the ownership, maintenance or use of a vehicle while used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools.
2. Bodily injury or property damage;
 - a. Caused intentionally by or at the direction of an insured person, or
 - b. Arising from any occurrence caused by an intentional act of an insured person where the results are reasonably foreseeable.
3. Bodily injury or property damage with respect to which any person is an insured under nuclear energy insurance. This exclusion applies even if the limits of that insurance are exhausted.
4. Bodily injury to an employee of an insured person arising in the course of employment. This exclusion does not apply to bodily injury to a domestic employee unless workers' or workmen's compensation benefits are required.
5. Bodily injury or property damage for any person while employed or otherwise engaged in the business or occupation of transporting, selling, repairing, servicing, storing or parking of vehicles designed for use mainly on public highways, including road testing or delivery.
This exclusion does not apply to the ownership, maintenance or use of your insured car by you, any family member, or any partner, agent, or employee of you or any family member. This exclusion also does not apply to any other person who does not have other insurance available to him with limits equal to at least those of the Oklahoma Financial Responsibility Law. In such event, the insurance afforded that person will be limited to the requirements of the Oklahoma Financial Responsibility Law.
6. Bodily injury or property damage arising out of the ownership maintenance or use of any vehicle by any person employed or otherwise engaged in a business other than the business described in Exclusion 5. This exclusion does not apply to the maintenance or use of a:
 - a. Private passenger car.
 - b. Utility car that you own, if rated as a private passenger car, or
 - c. Utility trailer used with a vehicle described in a. or b. above.
7. Damage to property owned or being transported by an insured person.
8. Damage to property rented to, or in the charge of, an insured person except a residence or private garage not owned by that person.
9. Bodily injury or property damage arising out of the ownership, maintenance or use of any motorized vehicle with less than four wheels.
10. Bodily injury or property damage arising out of the ownership, maintenance or use of any vehicle other than your insured car, which is owned by or furnished or available for regular use by you or a family member.
11. a. Liability for bodily injury to an insured person.
- b. Liability to any person or organization because of bodily injury to you.
12. Liability assumed under any contract or agreement except liability of others you assume in a written contract relating to the use of an auto you do not own.
13. Liability arising from the sponsoring or taking part in any organized or agreed-upon racing or speed contest or demonstration in which your insured car has active participation, or in practice or preparation for any such contest.

14. Bodily injury or property damage arising out of the ownership, maintenance, or use by any person of a vehicle in which you have transferred full ownership interest but the transfer does not comply with the transfer of ownership provisions of the state motor vehicle law.
15. Punitive or exemplary damages or the cost of defense related to such damages.

Limits of Liability

The limits of liability shown in the Declarations apply subject to the following:

1. The bodily injury liability limit for "each person" is the maximum for bodily injury sustained by one person in any occurrence. Any claim for loss of consortium or injury to the relationship arising from this injury shall be included in this limit.
If the financial responsibility law of the place of the accident treats the loss of consortium as a separate claim, financial responsibility limits will be furnished.
2. Subject to the bodily injury liability limit for "each person" the bodily injury liability limit for "each occurrence" is the maximum combined amount for bodily injury sustained by two or more persons in any occurrence.
3. The property damage liability limit for "each occurrence" is the maximum for all damages to all property in any one occurrence.
4. We will pay no more than the maximum limits provided by this policy regardless of the number of vehicles insured, insured persons, claims, claimants, policies, or vehicles involved in the occurrence.
5. Any amount payable to us to an insured person shall be reduced by any amount payable under any Workers' Compensation or any similar medical or disability law.

Out of State Coverage

An insured person may become subject to the financial responsibility law, compulsory insurance law or similar law of another state or in Canada. This can happen because of the ownership, maintenance or use of your insured car when you travel outside of Oklahoma. We will interpret this policy to provide any broader coverage required by those laws, except to the extent that other liability insurance applies. No person may collect more than once for the same elements of loss.

Conformity with Financial Responsibility Laws

When we certify this policy as proof under any financial responsibility law, it will comply with the law to the extent of the coverage required by law.

Other Insurance

If there is other applicable Auto Liability Insurance on any other policy that applies to a loss covered by this part, we will pay only our share. Our share is the proportion that our limits of liability bear to the total of all applicable limits.

We will provide insurance for an insured person, other than you or a family member, up to the limits of the Financial Responsibility Law only.

Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance.

If any applicable insurance other than this policy is issued to you by us or any other member company of the Farmers Insurance Group of Companies, the total amount payable among all such policies shall not exceed the limits provided by the single policy with the highest limits of liability.

PART II - UNINSURED MOTORIST

Coverage C - Uninsured Motorist Coverage (Including Underinsured Motorist Coverage)

We will pay all sums which an insured person is legally entitled to recover as damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured person. The bodily injury must be caused by accident and arise out of the ownership, maintenance or use of the uninsured motor vehicle.

Determination as to whether an insured person is legally entitled to recover damages or the amount of damages shall be made by agreement between the insured person and us. If no agreement is reached, the decision will be made by arbitration.

Additional Definitions Used In This Part Only

As used in this part:

1. Insured person means:

- a. You or a family member.
- b. Any other person while occupying your insured car.
- c. Any person for damages that person is entitled to recover because of bodily injury to you, a family member, or another occupant of your insured car.

But, no person shall be considered an insured person if the person uses a vehicle without having sufficient reason to believe that the use is with permission of the owner.

2. Motor vehicle means a land motor vehicle or a trailer but does not mean a vehicle:

- a. Operated on rails or crawler-treads.
- b. Which is a farm type tractor, or any equipment designed or modified for use principally off public roads while not on public roads.
- c. Located for use as a residence or premises.

3. Uninsured motor vehicle means a motor vehicle which is

- a. Not insured by a bodily injury liability bond or policy at the time of the accident.
- b. Insured by a bodily injury liability bond or policy at the time of the accident which provides coverage in amounts less than the amount of the claim for damages.
- c. A hit-and-run vehicle whose operator or owner has not been identified and which causes bodily injury with or without physical contact to:
 - (1) You or any family member.
 - (2) A vehicle which you or a family member are occupying.
 - (3) Your insured car.

d. Insured by a bodily injury liability bond or policy at the time of the accident but the Company denies coverage or is or becomes insolvent.

4. Uninsured motor vehicle, however, does not mean a vehicle:

- a. Owned or operated by a self-insured as contemplated by any financial responsibility law, motor carrier law, or similar law.
- b. Owned by a governmental unit or agency.
- c. Owned by or furnished or available for the regular use by you or any family member.

Exclusions

This coverage shall not apply to the benefit of any insurer or self-insurer under any workers' or workmen's compensation law, or directly to the benefit of the United States, or any state or any political subdivision.

This coverage shall not apply to punitive or exemplary damages or the cost of defense related to such damages.

This coverage does not apply to bodily injury sustained by a person:

1. While occupying any vehicle owned by you or a family member for which insurance is not afforded under this policy or through being struck by that vehicle.
2. While occupying your insured car when used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools.

Limits of Liability

The limits of liability shown in the Declarations apply subject to the following:

1. The limit for "each person" is the maximum for bodily injury sustained by any person in any one occurrence. Any claim for loss of consortium or injury to the relationship arising from this injury shall be included in this limit. If the financial responsibility law of the place of the accident treats the loss of consortium as a separate claim, financial responsibility limits will be furnished.
2. Subject to the limit for "each person", the limit for "each occurrence" is the maximum combined amount for bodily injury sustained by two or more persons in any one occurrence.

3. We will pay no more than these maximums regardless of the number of insured persons or claims involved in any one occurrence. If there is more than one vehicle insured under this policy our limit of liability for any one occurrence is the sum of the limits applicable to each vehicle.

Other Insurance

1. We will pay under this coverage only after the limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements.
2. We will not provide insurance for a vehicle other than your insured car, unless the owner of the vehicle has no other insurance applicable to this part.

Arbitration

If an insured person and we do not agree (1) that the person is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle, or (2) as to the amount of payment under this part, either that person or we may demand that the issue be determined by arbitration.

In that event, an arbitrator will be selected by the insured person and us. If agreement on an arbitrator cannot be reached within (30) days, the judge of a court having jurisdiction will appoint the arbitrator. The expense of the arbitrator and all other expenses of arbitration will be shared equally. Attorney's fees and fees paid for the witnesses are not expenses of arbitration and will be paid by the party incurring them.

The arbitrator shall determine (1) the existence of the operator of an uninsured motor vehicle, (2) that the insured person is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle, and (3) the amount of payment under this part as determined by this policy or any other applicable policy.

Arbitration will take place in the county where the insured person lives. Local court rules governing procedures and evidence will apply. The decision in writing of the arbitrator will be binding subject to the terms of this insurance.

If agreement by arbitration is not reached within three months from the date of demand, you may bring action against anyone responsible for use of the vehicle involved in the accident.

PART III - MEDICAL

Coverage E - Medical Expense Coverage

We will pay reasonable expenses incurred within three years from the date of accident for necessary medical services and funeral expenses because of bodily injury sustained by an insured person.

Additional Definitions Used In This Part Only

As used in this part, insured person or insured persons means:

1. You or any family member while occupying, or through being struck by, a motor vehicle or trailer, designed for use on public roads.
2. Any other person while occupying your insured car while the car is being used by you, a family member or another person if that person has sufficient reason to believe that the use is with permission of the owner.

Medical services means necessary medical, surgical, dental, x-ray, ambulance, hospital, professional nursing and funeral services, and includes the cost of pharmaceuticals, orthopedic and prosthetic devices, eyeglasses and hearing aids.

Medical services does not include the cost of any of the following:

1. Hot Tubs, spas, water beds.
2. Exercise equipment, heating or vibrating devices.
3. Membership in health clubs.
4. Medical reports unless requested by us.

Exclusions

This coverage does not apply for bodily injury to any person:

1. Sustained while occupying your insured car when used to carry persons for a charge. This exclusion does not apply to shared-expense car pools.
2. Sustained while occupying any vehicle while located for use as a residence or premises.

3. Sustained while occupying a motorized vehicle with less than four wheels.
4. Sustained while occupying or, when struck by, any vehicle (other than your insured car) which is owned by or furnished or available for the regular use of you or any family member.
5. Sustained while occupying a vehicle other than the car described in the Declarations while the vehicle is being used in the business or occupation of an insured person.
6. Occurring during the course of employment if workers' or workmen's compensation benefits are required.
7. Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination, or any consequence of any of these.
8. During active participation in any organized or agreed-upon racing or speed contest or demonstration, or in practice or preparation for any such contest.

Limit of Liability

Regardless of the number of vehicles insured, insured persons, claims or policies, or vehicles involved in the accident, we will pay no more for medical expenses, including funeral expenses, than the limit of liability shown for this coverage in the Declarations for each person injured in any one accident. In no event shall the limit of liability for funeral expenses exceed \$2,000 each person.

Other Insurance

If there is other applicable automobile medical insurance on any other policy that applies to a loss covered by this part, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

Any insurance we provide to any insured person for a substitute or non-owned motor vehicle or trailer, shall be excess over any other collectible insurance.

If any applicable insurance other than this policy is issued to you by us or any other member company of the Farmers Insurance Group of Companies, the total amount payable among all such policies shall not exceed the limits provided by the single policy with the highest limits of liability.

PART IV - DAMAGE TO YOUR CAR

Coverage F - Comprehensive

We will pay for loss to your insured car caused by any accidental means except collision, less any applicable deductibles. Any deductible amount will apply separately to each loss.

Loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, colliding with a bird or animal, or breakage of glass is not deemed loss caused by collision. If breakage of glass results from a collision, you may elect to have it treated as loss caused by collision.

Coverage G - Collision

We will pay for loss to your insured car caused by collision less any applicable deductibles.

Any deductible shall apply separately to each loss.

Coverage H - Towing and Road Service

We will pay for reasonable and necessary towing and labor costs incurred because of disablement of your insured car. The labor must be performed at the place of disablement.

Additional Definitions Used In This Part Only

As used in this part:

1. Collision means collision of your insured car with another object or upset of your insured car.
2. Loss means direct and accidental loss of or damage to your insured car, including its equipment.
3. Your insured car shall also include any other private passenger car, utility car, or utility trailer not owned by or furnished or available for the regular use of you or a family member. But no vehicle shall be considered as your insured car unless there is sufficient reason to believe that the use is with permission of the owner, and unless it is used by you or a family member.

Supplementary Payments

1. If you have comprehensive coverage, we will pay for transportation expenses incurred by you because of the total theft of your insured car. We will pay up to \$15 per day, but no more than \$450. This coverage begins 48 hours after the theft has been reported to us and to the police and ends when the car is returned to use or when we offer settlement for the loss.
2. We will pay up to, but not more than, \$200 for loss of clothing or luggage in your insured car and belonging to you or a family member if the loss is caused by:
 - a. Collision of your insured car while covered by this policy.
 - b. Fire, lightning, flood, earthquake, explosion, falling aircraft, or theft of the entire insured car; and loss occurs to your insured car from the same cause while covered for comprehensive by this policy.

Exclusions

This coverage does not apply to loss:

1. To your insured car while used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools.
2. Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination, or any consequence of any of these.
3. Caused by theft to equipment designed for the reproduction of sound, or any radio receiving or radio receiving and transmitting equipment. This applies to such equipment as a tape player, tape recorder, citizens band radio and two-way mobile radio, telephone, radar detector, television or scanning monitor receiver. It also applies to any electronic device incorporating any of this equipment, as well as accessories and antennas.
This exclusion does not apply to that equipment which is permanently installed in the opening of the dash or console of your insured car normally used by the motor vehicle manufacturer for the installation of a radio or sound reproducing device.
4. Caused by theft to tapes, records, reels, cassettes, cartridges, carrying cases or other devices for use with equipment designed for the reproduction of sound.
5. To a camper body, canopy or utility trailer owned by you or a family member and not described in the Declarations. But, coverage does apply to a camper body, canopy or utility trailer ownership of which you acquire during the policy period if you ask us to insure it within 30 days after you acquire it.
6. To awnings, cabanas, or equipment designed to provide additional living facilities.
7. Due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure, or road damage to tires. But coverage does apply if the loss results from burning of wiring. Also coverage does apply if the loss results from the total theft of your insured car.
8. To a vehicle not owned by you when used in auto business operations.
9. During any organized or agreed-upon racing or speed contest or demonstration in which your insured car has active participation, or in practice or preparation for any such contest.
10. To a van, pickup, or panel truck due to increased cost of repair or replacement of the following furnishings or equipment:
 - a. Special carpeting, insulation, wall paneling, furniture or bars.
 - b. Facilities for cooking and sleeping including enclosures or bathroom facilities.
 - c. Height-extending roofs.
 - d. Murals, paintings or other decals or graphics.

Limits of Liability

Our limits of liability for loss shall not exceed the lowest of:

1. The actual cash value of the stolen or damaged property.
2. The amount necessary to repair or replace the property or parts with other of like kind and quality.
3. \$500 for a utility trailer not owned by you, or a family member.

Payment of Loss

We will pay the loss in money or repair or replace damaged or stolen property. We may, at any time before the loss is paid or the property is replaced, return, at our expense, any stolen property either to you or to the address shown in the Declarations, with payment for the resulting damage. We may keep all or part of the property at the agreed or appraised value.

Appraisal

You or we may demand appraisal of the loss. Each will appoint and pay a competent and disinterested appraiser and will equally share other appraisal expenses. The appraisers, or a judge of a court having jurisdiction, will select an umpire to decide any differences. Each appraiser will state separately the actual cash value and the amount of loss. An award in writing by any two appraisers will determine the amount payable, which shall be binding subject to the terms of this insurance.

No Benefit to Bailee

This coverage shall not directly or indirectly benefit any carrier or other bailee for hire liable for loss to your insured car.

Other Insurance

If there is other applicable similar insurance on any other policy that applies to a loss covered by this part, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits. This coverage does not apply to any substitute or non-owned car if there is similar coverage on it.

Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance.

If any applicable insurance other than this policy is issued to you by us or any other member company of the Farmers Insurance Group of Companies, the total amount payable among all such policies shall not exceed the limits provided by the single policy with the highest limits of liability.

PART V - CONDITIONS

1. Policy Period and Territory

This policy applies only to accidents, occurrences, and losses during the policy period shown in the Declarations which occur within the United States, its territories or possessions, or Canada, or while the car is being shipped between their ports.

2. Changes

This policy with the Declarations includes all agreements between you and us relating to this insurance. No other change or waiver may be made in this policy except by endorsement, new Declarations or new policy issued by us.

The premium for each term of this policy is determined by information in our possession at the inception of that term. Any changes in this information which would affect the rating of your policy will allow us to make an additional charge or refund on a pro rata basis. If a premium adjustment is necessary we will make the adjustment as of the effective date of the change.

When we broaden coverage during the policy period without charge, the policy will automatically provide the broadened coverage when effective in your state. We may make other changes or replace this policy, to conform to coverage currently in use at the next policy period. The change or new policy will be delivered to you, or mailed to you at your mailing address shown in the Declarations at least 30 days before the effective date of the new policy period.

Policy terms which conflict with laws of Oklahoma are hereby amended to conform to such laws.

3. Legal Action Against Us

We may not be sued unless there is full compliance with all the terms of this policy. We may not be sued under the Liability Coverage until the obligation of a person we insure to pay is finally determined either by judgment against that person at the actual trial or by written agreement of that person, the claimant and us. No one shall have any right to make us a party to a suit to determine the liability of a person we insure.

4. Transfer Of Your Interest

Interest in this policy may not be assigned without our written consent. But, if the insured named in the Declarations, or the spouse of the insured resident in the same household dies, the policy will cover:

- a. The survivor
- b. The legal representative of the deceased person while acting within the scope of duties of a legal representative.
- c. Any person having proper custody of your insured car until a legal representative is appointed.

5. Our Right to Recover Payment

In the event of any payment under this policy, we are entitled to all the rights of recovery of the person to whom payment was made against another. That person must sign and deliver to us any legal papers relating to that recovery, do whatever else is necessary to help us exercise those rights and do nothing after loss to prejudice our rights.

When a person has been paid damages by us under this policy and also recovers from another, the amount recovered from the other shall be held by that person in trust for us and reimbursed to us to the extent of our payment.

6. Two or More Cars Insured

With respect to any accident or occurrence to which this and any other auto policy issued to you by any member company of the Farmers Insurance Group of Companies applies, the total limit of liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

7. Bankruptcy

We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any insured person.

8. Termination or Reduction of Coverage

a. Cancellation or reduction of coverage:

- (1) You may cancel this policy by advising us in writing when at a future date the cancellation is to be effective.
- (2) We may cancel, change the renewal date, or cancel or reduce all or any portion of any coverage by mailing notice to you at the address shown in the Declarations or by delivering the notice:
 - (a) Not less than 10 days prior to the effective date of such cancellation, reduction, or change of renewal date:
 - (i) For nonpayment of premium, or
 - (ii) If the policy has been in effect less than 60 days and is not a renewal.
 - (b) Not less than 20 days prior to the effective date of cancellation for any other circumstances.

b. Nonrenewal

We will send to you at the address shown in the Declarations, or deliver to you, notice of nonrenewal not less than 20 days before the end of the policy period, if we decide not to renew or continue this policy.

c. Automatic Termination

This policy will automatically terminate at the end of the policy period if you or your representative do not accept our offer to renew it.

Your failure to pay the required renewal premium as we require means that you have declined our offer.

If other insurance is obtained on your insured car, any similar insurance afforded under this policy for that car will cease on the effective date of the other insurance.

d. Other Provisions

- (1) If different requirements for cancellation and nonrenewal or termination of policies become applicable because of the laws of Oklahoma, we will comply with those requirements.
- (2) Mailing of a notice shall be sufficient proof of notice. We may deliver a notice instead of mailing it.
- (3) The effective date and time stated on the notice for cancellation of the entire policy shall become the end of the policy period.
- (4) The effective date and time stated on the notice for reductions of coverage or cancellation of a portion of the coverage, shall be the effective date of the change. The notice shall be part of the policy. It is an endorsement.
- (5) Termination or change may result in a premium refund. If so, we will send it to you. Our making or offering of a refund is not a condition of cancellation.

If you cancel, the refund will be computed in accordance with the customary short rate table and procedure.

If we cancel or reduce coverage, the refund will be computed on a pro rata basis.

SPECIAL PROVISIONS


Policy fees which you pay are not part of the premium. They are fully earned when the policy is issued. They are not returnable. However, if we cancel or non-renew your policy during the initial six (6) months period, policy fees will be returned to you in full.

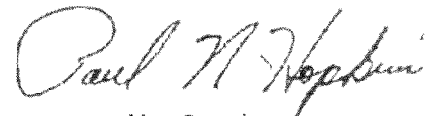
This policy shall not be effective unless countersigned on the Declarations Page by a duly authorized representative of the Company named on the Declarations Page.

The Company named on the Declarations has caused this policy to be signed by the officers shown below:

FARMERS INSURANCE COMPANY, INC.

MID-CENTURY INSURANCE COMPANY


Secretary


Vice-President

NO MEXICO COVERAGE
Read This Warning Carefully

No coverage under this policy is provided while in Mexico. The Republic of Mexico considers an automobile accident a criminal offense as well as a civil matter. Coverage can be obtained through a Mexican insurance company when needed.

WARNING NOTICE ENDORSEMENT

OK012
OKLAHOMA
1st Edition

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

Section 3613.1 of Title 36 of the Oklahoma Statutes requires that the following statement be attached to your policy:

WARNING: Any **person** who knowingly, and with the intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

94-1340 1ST EDITION 1-08

W1340101

**ENDORSEMENT AMENDING
OUR RIGHT TO RECOVER PAYMENT**

OK008
OKLAHOMA
1st Edition

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

This endorsement amends your policy by adding the following provisions to the condition titled OUR RIGHT TO RECOVER PAYMENT.

In the event an **insured person** has filed an **uninsured motorist** claim with us and has reached a tentative settlement for liability limits with an insured tort-feasor, the **insured person** must do the following:

1. Notify us by certified mail that a tentative settlement has been reached and the amount of the tentative settlement.
2. Include in this notice written documentation of economic losses, medical bills, and written authorization for us to obtain reports from all employers and medical providers involved.

Within 60 days of our receipt of such notice we may advance payment to you in the amount equal to the tentative settlement. This payment will be separate from any amount you are entitled to recover under Uninsured Motorist Coverage. We also have the right to recover the advanced payment. If we fail to advance payment for the amount of the tentative settlement within 60 days, we are no longer entitled to our right to recover payments paid to you under Uninsured Motorist Coverage.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

94-1336 1ST EDITION 1-08

W1336101

**Endorsement Amending Part IV - Damage To Your Car
Excluding Coverage for Diminished Value
(Your E-Z Reader Car Policy)**

J6774
1st Edition

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

Under **Part IV - DAMAGE TO YOUR CAR, Additional Definitions Used In This Part Only**, the following definition is added:

Diminution in value means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

Under **Part IV - DAMAGE TO YOUR CAR, Exclusions**, the following is added:

To **your insured car** due to "diminution in value".

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

CUSTOMIZED EQUIPMENT ENDORSEMENT

J6674
1st Edition

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

Under PART IV - DAMAGE TO YOUR CAR, Coverage F - Comprehensive, and Coverage G - Collision, the following is added:

We will also pay for repair or replacement of customized equipment up to a total of \$1,000 for any one loss event. Multiple items of customized equipment lost or damaged in the same event are considered to be one loss.

The following definition is added to PART IV - DAMAGE TO YOUR CAR, Additional Definitions Used In This Part Only:

Customized equipment means any furnishings or equipment, which is permanently attached to your insured car and common to its use, which is not the vehicle's factory available furnishings or equipment. This includes, but is not limited to:

- a. any video, electronic sound reproducing or transmitting equipment, and its component parts, media and data, including but not limited to DVD, Game System or MP3 player;
- b. any painted, chrome or finished surface, whether refinished in whole or in part, of any automobile insured under this Part where the claim exceeds the cost of duplicating the vehicle's factory applied surface finish;
- c. tires, wheels, rims, spinners, grilles, louvers, side pipes, hood scoops or spoilers or any exterior surface, body or exhaust equipment, or modification thereto, which exceeds the cost of repairing or replacing the vehicle's factory available equipment;
- d. any engine, transmission or suspension parts, or modification thereto, which exceeds the cost of repairing or replacing the vehicle's factory available equipment;
- e. GPS navigational systems;
- f. special carpeting, insulation, wall paneling, furniture or bars;
- g. facilities for cooking or sleeping including enclosures or bathroom facilities;
- h. height-extending roofs; or
- i. custom murals, paintings or other decals or graphics.

Under Additional Definitions Used In This Part Only, 2., loss is deleted and replaced with:

2. Loss means direct and accidental loss of or damage to your insured car, including its customized equipment.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

ENDORSEMENT AMENDING PART I - LIABILITY
(Your E-Z Reader Car Policy)

6552
1st Edition

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

It is agreed that Your E-Z Reader Car Policy is amended as follows:

PART I - Liability, "Other Insurance" is deleted and replaced with the following:

OTHER INSURANCE

If there is other applicable Auto Liability Insurance on any other policy that applies to a loss covered by this part, we will pay only our share. Our share is the proportion that our limits of liability bear to the total of all applicable limits.

Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance. However, this insurance will be primary if the owner of such non-owned vehicle is in the business of selling, repairing, servicing, storing, renting, leasing or parking motor vehicles.

If any applicable insurance other than this policy is issued to you by us or any other member company of the Farmers Insurance Group of Companies, the total amount payable among all such policies shall not exceed the limits provided by the single policy with the highest limits of liability.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

ENDORSEMENT AMENDING DEFINITION
OF INSURED PERSON UNDER PART I - LIABILITY

J6492
1st Edition

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

It is agreed that under Part I - Liability, items 2 and 3 under "Insured Person does not mean:" are amended to read as follows:

2. Any person, including but not limited to a family member, for bodily injury or property damage arising from the operation of a vehicle by that person as an employee of the United States Government when the provisions of the Federal Tort Claim Act apply.
3. Any person, including but not limited to a family member, who uses a vehicle without having sufficient reason to believe that the use is with the permission of the owner.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

ENDORSEMENT
AMENDING CUSTOMIZING EQUIPMENT EXCLUSION
YOUR E-Z READER CAR POLICY

J6491
1st Edition

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

It is agreed that your policy is amended as follows:

Under PART IV - DAMAGE TO YOUR CAR, Exclusion number 10 is deleted and replaced with:

To a van, pick-up or panel truck due to increased cost of repair or replacement of the following furnishings or equipment:

- a. Special carpeting, insulation, wall covering, furniture or bars.
- b. Dining, kitchen and sleeping facilities including enclosures or bathroom facilities.
- c. Height-extending roofs.
- d. Murals, specials paint and/ or methods of painting, decals or graphics.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

AMENDED BUSINESS USE EXCLUSION
(Your E - Z Reader Car Policy)

J6489
1st Edition

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

It is agreed that Exclusion 6. Under PART I - LIABILITY is deleted and replaced with the following:

Bodily injury or property damage arising out of the ownership, maintenance or use of any vehicle by any person employed or otherwise engaged in a business other than the business described in Exclusion 5.

This exclusion does not apply to the maintenance or use of a:

- a. Private passenger car.
- b. Utility car that you own, if rated as a private passenger car, or
- c. Utility trailer used with a vehicle described in a. or b. above.

However, this exclusion does apply to any vehicle:

1. While used in employment by any person whose primary duties are the delivery of products or services; or,
2. While used in any employment in an emergency occupation on a full-time, part-time, or volunteer basis. Such occupations include, but are not limited to, Fire Fighting, Ambulance, or Police activities. However, this exclusion does not apply to the vehicle described in the Declarations or any private passenger car or utility car with which you replace it.
3. Which is one of a fleet or pool of vehicles which are provided for the use of an insured person in the course of his or her employment, unless such vehicle is specifically listed in the Declarations.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

SAFETY GLASS - WAIVER OF DEDUCTIBLE
PART IV - DAMAGE TO YOUR CAR - COVERAGE F

J6284
1st Edition

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

It is agreed that if a loss to auto safety glass is repaired rather than replaced, the deductible applying to Coverage F - Comprehensive under Part IV - Damage to Your Car is waived. If the auto safety glass is replaced, the deductible applying to Comprehensive will remain in force.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

ENDORSEMENT
AMENDING PART IV - DAMAGE TO YOUR CAR

J6275
1st Edition

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

It is agreed that your policy is amended as follows:

Under Part IV - Damage to Your Car, Limits of Liability, item 1. (Item 2. in AZ, ID, IA, MI, MO, MT, OH, OK and WI) is deleted and replaced by the following:

1. The amount necessary to repair or replace the property or parts with other of like kind and quality; or with new property less an adjustment for physical deterioration and/ or depreciation. Property of like kind and quality includes, but is not limited to, parts made for or by the vehicle manufacturer. It also includes parts from other sources such as rebuilt parts, quality recycled (used) parts and parts supplied by non-original equipment manufacturers.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

ENDORSEMENT AMENDING DEFINITIONS,
PART I - LIABILITY, PART II - UNINSURED MOTORISTS,
PART III - MEDICAL AND SPECIAL PROVISIONS
(Your E-Z Reader Car Policy)

OK016
3rd Edition

This Endorsement applies only to the vehicle(s) for which this Endorsement is listed on the Declarations page of this policy.

It is agreed that the definition of you and your in the Definitions section of Your E-Z Reader Car Policy, is amended to read as follows:

Throughout this policy, you and your mean the named insured shown in the Declarations or renewal notice and your spouse or registered domestic partner under applicable state law if a resident of the same household with you. Any domestic partner must be registered as required by state law prior to the date of a loss.

It is agreed that the definition of Your insured car in the Definitions section of Your E-Z Reader Car Policy, is amended to read as follows:

Your insured vehicle means:

1. Any private passenger car or utility car described in the Declarations of this policy;
2. A replacement vehicle;
3. A substitute vehicle;
4. A rental vehicle;
5. An additional vehicle;
6. Any utility trailer:
 - a. That you own, or
 - b. If not owned by you, while attached to your insured vehicle.

It is further agreed that the following definitions for Replacement car, Substitute car, Additional car and Rental Vehicle are added to the Definitions section of Your E-Z Reader Car Policy:

Replacement vehicle means a private passenger car or utility car that you acquire as a replacement of any vehicle described in the Declarations, either by purchase, or by a written lease of at least six continuous months. This definition applies only if you:

1. Acquire the vehicle during the policy period; and
2. Notify us within 30 days of its acquisition, or before the end of the policy period, whichever is less.

A replacement vehicle will have the same coverage as any vehicle it replaces.

Substitute vehicle means a private passenger car or utility car, not owned by you, but being temporarily used by you as a substitute for any vehicle described in the Declarations. This applies only while the vehicle described in the Declarations is withdrawn from normal use because of breakdown, repair, servicing, loss, or destruction.

Additional vehicle means a private passenger car or utility car of which you acquire possession either by purchase, or by a written lease of at least six continuous months. This definition applies only if you:

1. Acquire the vehicle during the policy period; and
2. Notify us within 30 days of its acquisition or before the end of the policy period, whichever is less.

Rental vehicle means any private passenger car, utility car, or utility trailer having a gross vehicle weight of 12,000 pounds (lbs.) or less rented by you on a daily or weekly basis not to exceed 30 consecutive days, provided that this car or trailer is not owned by, furnished or available for regular use by you or a family member.

Part I - LIABILITY, Coverage A - Bodily Injury, Coverage B - Property Damage, Limits of Liability, is deleted and replaced with the following:

The amounts shown in the Declarations for bodily injury and property damage, are the limits of liability which apply to the insurance provided by Part I, subject further to the following:

1. The bodily injury liability limit for each person is the maximum we will pay for all damages resulting from bodily injury sustained by any one person in any one accident or occurrence. Included in the limit, but not as a separate claim or claims, are all consequential damages sustained by other persons, such as loss of services, loss of support, loss of consortium, wrongful death, grief, sorrow and emotional distress.
2. The bodily injury liability limit for each occurrence is the maximum we will pay for all claims for two or more persons for all damages for bodily injury arising out of any one accident or occurrence, subject to the per person limit.
3. The property damage liability limit for each accident or occurrence is the maximum we will pay for all damages to all property arising out of any one accident or occurrence.
4. An insured person's damages paid or payable under this policy shall be reduced by any amount paid or payable under any workers' compensation law, disability benefit law, benefit of the United States, or any state or any political subdivision, or any similar medical or disability law.
5. If you or a family member have two or more automobile insurance policies with any member company of the Farmers Insurance Group of Companies that provide coverage for an accident or occurrence, the insurance coverage we provide through any or all of those policies for a non-owned vehicle involved in that accident or occurrence shall not exceed the highest limit of coverage you have on any one of those policies.
6. We will pay no more than the maximum limits, as shown in the Declarations of this policy, for any one vehicle or person insured by this policy for any one accident or occurrence involving your insured car as defined by this policy, regardless of the number of:
 - a. vehicles or premiums shown in the Declarations;
 - b. vehicles insured;
 - c. insured persons;
 - d. claims or claimants;
 - e. policies; or
 - f. vehicles involved in the occurrence.

The limits of liability provided by this policy may not be stacked or combined with the liability limits provided by any other policy issued to you or a family member by any of the Farmers Insurance Group of Companies.

7. If the coverage limit on the Declarations or renewal notice is stated as a Combined Single Limit, then the limit of liability shown is our maximum limit of liability for all bodily injury and property damage resulting from any one occurrence. This is the most we will pay regardless of the number of:
 - a. vehicles or premiums shown in the Declarations;
 - b. vehicles insured;
 - c. insured persons;
 - d. claims or claimants;
 - e. policies; or
 - f. vehicles involved in the accident or occurrence.

We will apply the stated combined single limit to provide the minimum limits required by law for bodily injury and property damage liability. However, this Provision will not change our total limit of liability.

Part II - UNINSURED MOTORIST, Coverage C - Uninsured Motorist Coverage, Limits of Liability, item 3 is deleted and replaced with the following:

3. We will pay no more than the maximum limits for any person or vehicle insured by this policy regardless of the number of:
- vehicles or premiums shown in the Declarations;
 - vehicles insured;
 - insured persons;
 - claims or claimants;
 - policies; or
 - vehicles involved in the accident or occurrence.

The limits provided by this policy may not be stacked or combined with the liability limits provided by any other policy issued to any Insured Person by any of the Farmers Insurance Group of Companies.

Part II - UNINSURED MOTORIST, Coverage C - Uninsured Motorist Coverage, Limits of Liability, item 4 is added and made a part of this policy:

4. The limits are not increased by insuring additional vehicles, even though a separate premium for each vehicle is shown on the Declarations page.

Part II - UNINSURED MOTORIST, Coverage C - Uninsured Motorist Coverage, Arbitration is deleted from this policy.

Part III - MEDICAL, Coverage E - Medical Expense Coverage is deleted and replaced with the following:

PART III - MEDICAL

Coverage E - Medical Expense Coverage

We will pay reasonable expenses for necessary medical services furnished within two years from the date of the accident because of bodily injury sustained by an insured person.

Additional Definitions Used In This Part Only

As used in this part, insured person means:

1. You or any family member while occupying, or through being struck by, a motor vehicle or trailer, designed for use on public roads.
2. Any other person while occupying your insured car while the car is being used by you, a family member or another person if that person has sufficient reason to believe that the use is with permission of the owner.

Necessary Medical Services means medical services which are usual and customary for treatment of the injury, including the number or duration of treatments, in the county in which those services are provided.

Necessary Medical Services are limited to necessary medical, surgical, dental, x-ray, ambulance, hospital, professional nursing and funeral services, and include the cost of pharmaceuticals, orthopedic and prosthetic devices, eyeglasses, and hearing aids. We will reimburse you for any necessary medical services already paid by you.

Necessary Medical Services do not include:

1. Treatment, services, products or procedures that are:
 - a. Experimental in nature, for research, or not primarily designed to serve a medical purpose; or
 - b. Not commonly and customarily recognized throughout the medical profession and within the United States as appropriate for the treatment of bodily injury; or
2. The use of:
 - a. Thermography or other related procedures of a similar nature; or
 - b. Acupuncture or other related procedures of a similar nature.

3. Purchase, rental cost, or use of:

- a. Hot tubs, spas, water beds,
- b. Exercise equipment,
- c. Heating or vibrating devices,
- d. Furniture or equipment not primarily designed to serve a medical purpose,
- e. Memberships in health clubs,
- f. Medical reports unless requested by us.

Reasonable Expenses means expenses which are usual and customary for necessary medical services in the county in which those services are provided. We will reimburse you for any reasonable expenses already paid by you.

Exclusions

This coverage does not apply for bodily injury to any person:

1. Sustained while occupying your insured car when used to carry persons for a charge. This exclusion does not apply to shared-expense car pools.
2. Sustained while occupying any vehicle while located for use as a residence or premises.
3. Sustained while occupying a motorized vehicle other than a private passenger car or utility car.
4. Sustained while occupying or when struck by any vehicle (other than your insured car) which is owned by or furnished or available for the regular use of you or any family member.
5. Sustained while occupying a vehicle other than the car described in the Declarations while the vehicle is being used in the business or occupation of an insured person.
6. Due to heart attacks, strokes, and other medical conditions or illnesses not causally related to an accident.
7. Occurring during the course of employment if workers' compensation benefits are required.
8. Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation, or radioactive contamination, or any consequence of any of these.
9. During active participation in any organized or agreed-upon racing or speed contest or demonstration, or in practice or preparation for any such contest.
10. Where medical expenses are paid or payable by any governmental entity.

Determination of Coverage

Determination of what are reasonable expenses and/ or necessary medical services may be submitted to an independent medical consultant. Determination as to whether an insured person is legally entitled to recover, and in what amount shall be made by agreement between the insured person and us. If no agreement is reached, the decision will be made by arbitration.

Arbitration

If an insured person and we do not agree, (1) that the person is entitled to recover for medical services, (2) that the medical services are a result of a covered accident, or (3) as to the nature, frequency, or cost of the medical services, either that person or we may demand that the issue be determined by arbitration.

In that event, an arbitrator will be selected by the insured person and us. If agreement on an arbitrator cannot be reached within 30 days, the judge of a court having jurisdiction will appoint the arbitrator. The expense of the arbitrator and all other expenses of the arbitration will be shared equally. Attorney fees and fees paid for the witnesses are not expenses of arbitration and will be paid by the party incurring them.

The arbitrator shall determine (1) if the medical services are as a result of a covered accident, (2) if the medical services incurred are reasonable and necessary, and (3) the amount of any payment under this part as determined by this policy.

Arbitration will take place in the county where the insured person lives. Local court rules governing procedures and evidence will apply. The decision in writing of the arbitrator will be subject to the terms of this insurance.

Limit of Liability

We will pay no more for medical expenses, including funeral expenses, than the maximum limits of this coverage, as shown in the Declarations of this policy, for any one person insured under this Part for any one accident regardless of the number of:

- a. vehicles described in the Declarations;
- b. vehicles insured;
- c. insured person(s);
- d. claims;
- e. claimants;
- f. policies or
- g. vehicles involved in the accident or occurrence that triggers this coverage.

In no event shall the limit of liability for funeral expenses exceed \$2,000 each person.

The limits of this coverage as provided by this policy may not be stacked, aggregated, or otherwise combined with the limits of this or similar coverage provided by any other policy issued to you or a family member by us or by any other member of the Farmers Insurance Group of Companies.

The limits are not increased by insuring additional vehicles, even though a separate premium for each vehicle is shown on the Declarations page.

Other Insurance

If there is other applicable automobile medical insurance on any other policy that applies to a loss covered by this part, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

Any insurance we provide to any insured person for a substitute or non-owned motor vehicle or trailer, shall be excess over any other collectible insurance.

If any applicable insurance other than this policy is issued to you by us or any other member company of the Farmers Insurance Group of Companies, the total amount payable among all such policies shall not exceed the limits provided by the single policy with the highest limits of liability.

The following is added to the SPECIAL PROVISIONS section of this policy:

Even if separate premiums are shown for different vehicles, payment of any premium will apply to the entire policy, and thus payment of less than the minimum amount due will not be sufficient to keep the policy in force as to fewer than all vehicles shown in the Declarations.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

**IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA**

EMILIANO CAMPOS ROMERO a/k/a)
EMILIANO CAMPOS a/k/a EMILIANO)
ROMERO CAMPOS, an Individual)

Plaintiff,)

vs)

Case Number CJ 2014 03349

Judge Mary Fitzgerald

Attorney's Lien Claimed

FARMERS INSURANCE COMPANY, INC. a)
Foreign Insurance Company; and/or FARMERS)
INSURANCE COMPANY, INC., OLATHE,)
KANSAS, a Foreign Insurance Company; and/or)
FARMERS INSURANCE EXCHANGE, a)
Foreign Insurance Corporation; and/or)
TRUCK INSURANCE EXCHANGE, a Foreign)
Insurance Corporation; and /or MID-CENTURY)
INSURANCE COMPANY, a Foreign Corporation;)
and/or FARMERS GROUP, INC., a Foreign)
Insurance Corporation, and/or FARMERS)
INSURANCE COMPANY, a Foreign Insurance)
Company, JOHN DOE 1, an Insurance Company)
and/or JOHN DOE 2, an Insurance Company)

Defendants,)

SUMMONS

To the above-named Defendant: Farmers Insurance Company, Inc. a Foreign Insurance Company.

You have been sued by the above-named Plaintiff, and you are directed to file a written Answer to the attached Petition within twenty (20) days after the service of this summons upon you exclusive of the day of service. If the summons was served by mail, the answer is due twenty-three (23) days after the summons was mailed. A copy of your answer must be delivered or mailed to the attorney for the plaintiff. Unless you answer the petition within the time stated, judgment will be rendered against you with costs of the action.

SALLY HOWE SMITH, COURT CLERK

by _____

Court Clerk

by [Signature] 2.24.15

Deputy Court Clerk

(SEAL)

___ Certified Mail
___ Sheriff
___ Special Process Server

Attorney(s) for Plaintiff:
Name

Address

Telephone Number

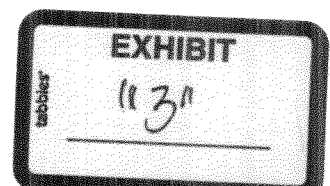
Jack G. Zurawik

P.O. Box 35346, Tulsa OK 74153

(918) 664-1113

This summons was served on 2/24/2015 (date of service), and you must answer the petition within twenty (20) days after this date.

[Signature]
Signature of person serving summons





The information on this page is NOT an official record. Do not rely on the correctness or completeness of this information. Verify all information with the official record keeper. The information contained in this report is provided in compliance with the Oklahoma Open Records Act, 51 O.S. 24A.1. Use of this information is governed by this act, as well as other applicable state and federal laws.

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY, OKLAHOMA

EMILIANO CAMPOS ROMERO AKA
EMILIANO CAMPOS AKA
EMILIANO ROMERO CAMPOS,
Plaintiff,

v.

FARMERS INSURANCE COMPANY INC,
Defendant, and
FARMER INSURANCE COMPANY INC OLATHE
KANSAS,
Defendant, and
FARMER INSURANCE EXCHANGE,
Defendant, and
TRUCK INSURANCE EXCHANGE,
Defendant, and
MID CENTURY INSURANCE COMPANY,
Defendant, and
FARMERS GROUP INC,
Defendant, and
FARMERS INSURANCE COMPANY,
Defendant, and
JOHN DOE 1,
Defendant, and
JOHN DOE 2,
Defendant.

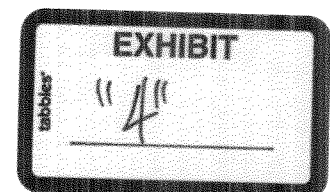
No. CJ-2014-3349
(Civil relief more than \$10,000:
PERSONAL INJURY)

Filed: 09/02/2014

Judge: Fitzgerald, Mary

PARTIES

FARMER INSURANCE COMPANY INC OLATHE KANSAS, Defendant
FARMER INSURANCE EXCHANGE, Defendant
FARMERS GROUP INC, Defendant
FARMERS INSURANCE COMPANY, Defendant
FARMERS INSURANCE COMPANY INC, Defendant
MID CENTURY INSURANCE COMPANY, Defendant



ROMERO, EMILIANO CAMPOS, Plaintiff
TRUCK INSURANCE EXCHANGE, Defendant

ATTORNEYS

Attorney

TAYLOR, ROBERT (Bar #8879)
1437 S BOULDER AVE
SUITE 850
TULSA, OK 74119

Represented Parties

FARMERS INSURANCE COMPANY,

Zurawik, Jack G (Bar #11588)
PO BOX 35346
TULSA, OK 74153

EVENTS

None

ISSUES

For cases filed before 1/1/2000, ancillary issues may not appear except in the docket.

Issue # 1. Issue: PERSONAL INJURY (OTHER)
Filed By: ROMERO, EMILIANO CAMPOS
Filed Date: 09/02/2014

Party Name	Disposition Information
<u>Defendant:</u> FARMERS INSURANCE COMPANY	Pending.
<u>Defendant:</u> TRUCK INSURANCE EXCHANGE	Pending.
<u>Defendant:</u> FARMER INSURANCE EXCHANGE	Pending.
<u>Defendant:</u> FARMER INSURANCE COMPANY INC OLATHE KANSAS	Pending.
<u>Defendant:</u> FARMERS INSURANCE COMPANY INC	Pending.
<u>Defendant:</u> FARMERS GROUP INC	Pending.
<u>Defendant:</u> MID CENTURY INSURANCE COMPANY	Pending.

DOCKET

Date	Code	Description	Count	Party	Amount
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Date	Code	Description	Count	Party	Amount
09-02-2014	TEXT	Civil relief more than \$10,000 Initial Filing.	1		
09-02-2014	OTHER	PERSONAL INJURY			
09-02-2014	DMFE	DISPUTE MEDIATION FEE			\$ 2.00
09-02-2014	PFE1	PETITION <i>Document Available (#1027001901)</i>			\$ 163.00
09-02-2014	PFE7	LAW LIBRARY FEE			\$ 6.00
09-02-2014	OCISR	Oklahoma Court Information System Revolving Fund			\$ 25.00
09-02-2014	CCADMIN02	Court Clerk Administrative Fee on \$2 Collections			\$ 0.20
09-02-2014	OCJC	Oklahoma Council on Judicial Complaints Revolving Fund			\$ 2.00
09-02-2014	OCASA	Oklahoma Court Appointed Special Advocates			\$ 5.00
09-02-2014	CCADMIN04	Court Clerk Administrative Fee on Collections			\$ 0.50
09-02-2014	LTF	Lengthy Trial Fund			\$ 10.00
09-02-2014	TEXT	OCIS has automatically assigned Judge Fitzgerald, Mary to this case.			
09-02-2014	ACCOUNT	Receipt # 2014-2922070 on 09/02/2014. Payor:JACK ZURAWIK Total Amount Paid: \$213.70. Line Items: CJ-2014-3349: \$163.00 on AC01 Clerk Fees. CJ-2014-3349: \$6.00 on AC23 Law Library Fee. CJ-2014-3349: \$0.70 on AC31 Court Clerk Revolving Fund. CJ-2014-3349: \$5.00 on AC58 Oklahoma Court Appointed Special Advocates. CJ-2014-3349: \$2.00 on AC59 Oklahoma Council on Judicial Complaints Revolving Fund. CJ-2014-3349: \$2.00 on AC64 Dispute Mediation Fees. CJ-2014-3349: \$25.00 on AC79 OCIS Revolving Fund. CJ-2014-3349: \$10.00 on AC81 Lengthy Trial Fund.			
02-24-2015	SMF	Summons Fee (Clerks Fee)			\$ 5.00
02-24-2015	ACCOUNT	Receipt # 2015-3035881 on 02/24/2015. Payor:JACK G ZURAWIK PC Total Amount Paid: \$5.00. Line Items: CJ-2014-3349: \$5.00 on AC01 Clerk Fees.			

Date	Code	Description	Count	Party	Amount
02-25-2015	S	Party has been successfully served. FARMERS INSURANCE COMPANY INC SERVED / PERS SERV / ON 2-24-15 BY PS <i>Document Available (#1028753073)</i>		FARMER INSURANCE COMPANY INC OLATHE KANSAS	
03-11-2015	A	DEFENDANT FARMERS INSURANCE COMPANY INC'S ANSWER TO PETITION <i>Document Available (#1028983864)</i>		FARMER INSURANCE COMPANY INC OLATHE KANSAS	
03-11-2015	EAA	ENTRY OF APPEARANCE / CERT OF MAILING / COVER SHEET <i>Document Available (#1028983868)</i>		FARMERS INSURANCE COMPANY	

IN THE DISTRICT COURT WITHIN AND FOR TULSA COUNTY
STATE OF OKLAHOMA

EMILIANO CAMPOS ROMERO a/k/a)
EMILIANO CAMPOS a/k/a EMILIANO)
ROMERO CAMPOS, an individual,)
)
Plaintiff,)

-vs-

No. CJ-2014-3349-Fitzgerald

FARMERS INSURANCE COMPANY, INC.,)
a Foreign Insurance Company;)
and/or FARMERS INSURANCE COMPANY,)
INC., OLATHE, KANSAS, a Foreign)
Insurance Company; and/or FARMERS)
INSURANCE EXCHANGE, a Foreign)
Insurance Corporation; and/or)
TRUCK INSURANCE EXCHANGE, a)
Foreign Insurance Corporation;)
and/or MID-CENTURY INSURANCE)
COMPANY, a Foreign Corporation;)
and/or FARMERS GROUP, INC., a)
Foreign Insurance Corporation;)
and/or FARMERS INSURANCE COMPANY,)
a Foreign Insurance Company, JOHN)
DOE 1, an Insurance Company)
and/or JOHN DOE 2, an Insurance)
Company,)
)
Defendants.)

DISTRICT COURT
FILED

MAR 11 2015

SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY

ENTRY OF APPEARANCE

COMES NOW the Defendant, Farmers Insurance Company, Inc., by and through its attorneys Taylor, Ryan, Minton, Van Dalsem & Williams, P.C., and enters its appearance and waives all objections to personal jurisdiction venue, service of process, capacity of defendant to be sued and requests twenty (20) days from answer date to answer as per 12 O. S. 2012.



Respectfully submitted,
TAYLOR, RYAN, MINTON, VAN DALSEM
& WILLIAMS, P.C.

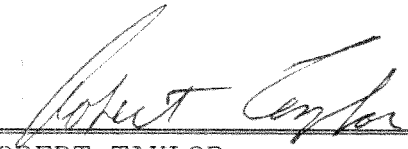
By 

ROBERT TAYLOR - OBA # 8879
Suite 850 Boulder Towers
1437 South Boulder Avenue
Tulsa, OK 74119
(918) 749-5566

CERTIFICATE OF MAILING

I, ROBERT TAYLOR, hereby certify that on the 11 day of March, 2015, I mailed a true and correct copy of the above and foregoing ENTRY OF APPEARANCE with proper postage thereon fully prepaid to:

Jack Zurawik
Zurawik Law Firm
P. O. Box 35346
Tulsa, OK 74153-0346


ROBERT TAYLOR

IN THE DISTRICT COURT WITHIN AND FOR TULSA COUNTY
STATE OF OKLAHOMA

EMILIANO CAMPOS ROMERO a/k/a)
EMILIANO CAMPOS a/k/a EMILIANO)
ROMERO CAMPOS, an individual,)
)
Plaintiff,)

-vs-

No. CJ-2014-3349-Fitzgerald

FARMERS INSURANCE COMPANY, INC.,)
a Foreign Insurance Company;)
and/or FARMERS INSURANCE COMPANY,)
INC., OLATHE, KANSAS, a Foreign)
Insurance Company; and/or FARMERS)
INSURANCE EXCHANGE, a Foreign)
Insurance Corporation; and/or)
TRUCK INSURANCE EXCHANGE, a)
Foreign Insurance Corporation;)
and/or MID-CENTURY INSURANCE)
COMPANY, a Foreign Corporation;)
and/or FARMERS GROUP, INC., a)
Foreign Insurance Corporation;)
and/or FARMERS INSURANCE COMPANY,)
a Foreign Insurance Company, JOHN)
DOE 1, an Insurance Company)
and/or JOHN DOE 2, an Insurance)
Company,)
)
Defendants.)

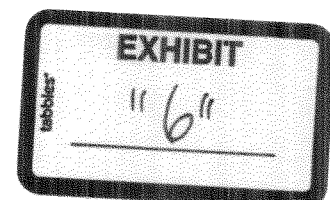
DISTRICT COURT
FILED

MAR 11 2015

SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY

DEFENDANT, FARMERS INSURANCE COMPANY, INC.'S,
ANSWER TO PETITION

COMES NOW the Defendant, Farmers Insurance Company, Inc., and
for its Answer to the Petition of the Plaintiff herein denies
generally and specifically each and every material allegation
therein contained except for those allegations specifically
admitted as follows:



1. The allegations of paragraph 1 are admitted.

2. It is admitted that Farmers Insurance Company, Inc., is a foreign corporation, which conducts business in the State of Oklahoma. The other allegations of paragraph 2 are directed toward other entities, and require no response from this Defendant.

3. Defendant is without knowledge or information sufficient to form a belief as to the allegation of an occurrence in the City of Tulsa, Tulsa County, State of Oklahoma, and therefore places the Plaintiff on strict proof thereof.

4. The jurisdictional allegations of paragraph 4 are admitted.

5. This Defendant is without knowledge or information sufficient to form a belief as to the allegations of paragraph 5, and therefore places the Plaintiff on strict proof thereof.

6. This Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 6, and therefore places the Plaintiff on strict proof thereof.

7. For its answer to paragraph 7, Farmers Insurance Company, Inc., states that it issued Policy No. 0818677-20-44 to Emiliano Campos, and that said policy was in effect on September 1, 2012. It is specifically denied that the insurance policy issued to

Emiliano Campos was written or issued by any of the other entities identified as defendants in the Plaintiff's Petition.

8. The allegations of paragraph 8 are admitted.

9. The allegations of paragraph 9 are admitted.

10. The allegations of paragraph 10 are admitted.

11. For its Answer to paragraph 11, this Defendant adopts the allegations of paragraph 1-10 of its Answer as if restated in their entirety.

12. For its answer to paragraph 12, the Defendant states that the amount of damage sustained by the Plaintiff's vehicle was disputed, and that the Plaintiff's claim has been settled and paid.

13. The allegations of paragraph 13 are denied.

14. The allegations of paragraph 14 are denied. The Plaintiff's claim of damages to his Kia Rondo have been settled and paid. Therefore, Cause of Action Number One should be dismissed.

15. For its answer to paragraph 15, this Defendant adopts and realleges the statements of paragraphs 1-14 of its Answer as if restated in their entirety.

16. The allegations of paragraph 16 are denied.

17. The allegations of paragraph 17 are denied.

18. The Plaintiff's claims of injuries and damages are specifically denied.

19. For further answer, this Defendant states that the accident in question was solely and proximately caused by the negligence of the Plaintiff.

20. In the alternative, no negligent actions contributed to the accident and any injuries or damages resulting therefrom.

21. This Defendant's investigation and discovery is not complete, and it therefore reserves the right to amend its Answer to allege any additional defenses or affirmative defenses revealed by such investigation and discovery.

WHEREFORE, having fully answered, the Defendant, Farmers Insurance Company, Inc., prays that it be granted judgment, that the Plaintiff take nothing by way of his Petition, and that this Defendant be dismissed with its costs and such other and further relief as to the Court seems just and equitable.

Respectfully submitted,

TAYLOR, RYAN, MINTON, VAN DALSEM
& WILLIAMS, P.C.

BY

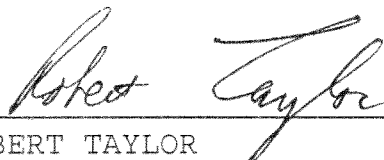


ROBERT TAYLOR - OBA #8879
Suite 1080 Boulder Towers
1437 S. Boulder Ave.
Tulsa, OK 74119-3640
(918) 749-5566

CERTIFICATE OF MAILING

I, ROBERT TAYLOR, hereby certify that on the 11 day of March, 2015, I mailed a true and correct copy of the above and foregoing instrument with proper postage thereon fully prepaid to:

Jack Zurawik
Zurawik Law Firm
P. O. Box 35346
Tulsa, OK 74153-0346



ROBERT TAYLOR